

**BROWARD COUNTY SHERIFF'S OFFICE
2601 W. BROWARD BLVD.
FT LAUDERDALE, FLORIDA 33312**



INVITATION TO BID

BID #4-1-7-036

FOR

BOTTLED WATER SERVICES AND RENTAL OF DISPENSERS

Issue Date: February 12, 2004



**INVITATION TO BID
BID #4-1-7-036
FOR
BOTTLED WATER SERVICES AND RENTAL OF DISPENSERS**

The Broward Sheriff's Office (BSO) will receive formal sealed bids for BOTTLED WATER SERVICES AND RENTAL OF DISPENSERS until **3:00 p.m. on March 2, 2004**. Copies of the Invitation to Bid (ITB) may be obtained online from the following web site: www.sheriff.org/about_bso/admin/purchasing or from the Broward Sheriff's Office Purchasing Bureau, 2601 W. Broward Blvd., Suite 3595 (3rd floor) Ft. Lauderdale, FL. 33312 (954) 831-8170.

Bids will be opened at the Broward Sheriff's Office, 2601 W. Broward Blvd., Ft. Lauderdale, FL 33312 at the date and time indicated above.

The term of this contract will be for an initial two (2) year period from date of award with up to two (2) additional one (1) year renewal options. Exercise of renewal option for two (2) one (1) year periods will be based on performance, availability of funding and as is in the best interest of the Broward County Sheriff's Office/Fire Rescue. During the term of this contract and any renewal periods, BSO reserves the right to terminate the contract and award the contract to the next lowest responsive responsible bidder. This contract is not an exclusive contract. The amount of work under this contract cannot be guaranteed and will be contingent upon availability of funding. Quantities indicated on the bid form are estimates of annual usage and actual quantities ordered may be more or less than estimated.

Bids received after the deadline noted above will not be accepted. BSO reserves the right to postpone, to accept or reject any and all bids in whole or in part. All bids must remain in effect for ninety (90) days from the date of Bid opening.

**AGENT: Auret M Tomey
 Sr. Purchasing Agent**

BOTTLED WATER SERVICES AND RENTAL OF DISPENSERS

Invitation To Bid # 4-17-036

Index

	<u>Page Number</u>
Bid Due Date and Time & Submittal Information	5
<u>SECTION I Special Conditions</u>	6
1. Scope	
2. Term of the Contract	
3. Basis of Award	
4. Delivery and Acceptance	
5. Pricing	
6. Pre-Bid Conference	
7. Insurance	
<u>SECTION II: General Conditions</u>	9
1. Submission & Receipt of Bids	
2. Completion of Bid Forms	
3. Signature Required	
4. Bid Withdrawal	
5. Signed Bid Considered an Offer	
6. Default Provisions	
7. Copyrights and Patent Rights	
8. Laws and Regulations	
9. Taxes	
10. Conflict of Instructions	
11. Specifications & Requirements	
12. Exceptions to Specifications	
13. Anti-Collusion Statement	
14. Indemnification	
15. Nondiscrimination	
16. Sovereign Immunity	
17. Confidentiality	
18. Severability	
19. Enforcement	
20. No Third Party Beneficiaries	
21. Funding	
22. Manner of Performance	
23. Public Records	
24. Agreement/Contract	
25. Assignment	
26. Waiver or Breach	

BOTTLED WATER SERVICES AND RENTAL OF DISPENSERS

Invitation To Bid 4-1-7-036

Index

	<u>Page Number</u>
27. Termination	
28. Drug Free Workplace	
29. Public Entity Crimes	
30. Governing Procedures	
31. Identical Tie Bids	
32. Request for Additional Information or Clarification(s)	
33. Addenda/Information Letter	
34. Addenda Acknowledgement	
35. Statement of "No Bid"	
<u>SECTION III: Scope, Specifications & General Requirements</u>	15
I. Scope	
II. Specifications	
1. Incremental Deliveries	
2. Samples	
3. Warranties	
<u>SECTION IV: Bid Pricing Form</u>	17
1. Bidder Acknowledgement & Bid Pricing Form	
2. Acknowledgement of Addenda	
3. Conflict of Interest Declaration	
4. Pending Litigation	
5. Debarment Statement	
6. Payment Terms	
7. Submittal Information	
<u>ATTACHMENTS:</u>	22
A. Drug Free Workplace Certificate (2 Pages)	
B. Statement of "No Bid" Form (1 Page)	

Broward Sheriff's Office
Purchasing Bureau
P.O. Box 9507
Fort Lauderdale, FL 33310

Invitation to Bid # 4-1-7-036

For

BOTTLED WATER SERVICES AND RENTAL OF DISPENSERS

Pursuant to the Broward Sheriff's Office Procurement Code, the Broward Sheriff's Office/Fire Rescue invites qualified firms to submit sealed bids to provide **BOTTLED WATER SERVICES AND RENTAL OF DISPENSERS** Bids will be received until 3:00 PM, MARCH 2, 2004 in the Purchasing Division at 2601 W. Broward Blvd., Suite 3595 (3rd Floor), Public Safety Building, Ft. Lauderdale, Florida 33312. These bids will be publicly opened in the presence of BSO officials at the above time and date. Bid openings are open to the public. All bidders and/or their representatives are invited to be present.

It shall be the sole responsibility of the Bidder to have their bid delivered to the Purchasing Division for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Purchasing Division. **Late bids shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense.**

BSO reserves the right to postpone, to accept or reject any and all bids in whole or in part, to waive irregularities and technicalities, and to request re-bids. BSO also reserves the right to award the contract on such item(s) that BSO deems will best serve its interests. All bids must remain in effect for ninety (90) days from the date of Bid opening. Bidders are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to the Invitation to Bid (ITB). Failure of the Bidder to examine all pertinent documents shall not entitle bidder to any relief from the conditions imposed in the ITB.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate BSO officials for award. BSO, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. BSO further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of BSO to award the bid to the lowest bidder, or any bidder. BSO reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of BSO. BSO shall be the sole judge of the bids and BSO's decision shall be final. Bidders who wish to receive a copy of the bid tabulation should visit the BSO website. Bid results will be available approximately 3 business days after bid opening. Bid results will not be given out by telephone, facsimile transmission, or e-mail.

There are four (4) sections in this bid: Special Conditions, General Conditions, Bid Specifications & General Requirements, and Bid Pricing Form and Acknowledgements. The following documents are attached to this ITB: Attachment "A" Drug Free Workplace Certificate, and Attachment "B" Statement of "No Bid" Form.

Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package, failure to do so may result in the rejection of your bid.

Successful bidder is referred to as CONTRACTOR throughout this ITB.

SECTION I - SPECIAL CONDITIONS

1. **Scope:** Bids are hereby invited to establish an open-end, firm fixed price contract in accordance with the General Conditions and other provisions of this bid for **BOTTLED WATER SERVICES AND RENTAL OF DISPENSERS for the Broward Sheriff Office and delivery within Broward County.**
2. **Term of the Contract:** It is anticipated that the initial contract period shall start on April 1, 2004 and shall terminate two (2) years from that date of award with up to two (2) additional one (1) year renewal options. Exercise of renewal option for two (2) one (1) year periods will be based on performance, availability of funding and as is in the best interest of the Broward County Sheriff's Office. During the term of this contract and any renewal periods, BSO reserves the right to terminate the contract and award the contract to the next lowest responsive responsible bidder. This contract is not an exclusive contract. The amount of work under this contract cannot be guaranteed and will be contingent upon availability of funding. All terms and conditions shall remain fixed for the initial period of the contract and for any renewal periods of the contract.
3. **Basis of Award:** Award will be made to the lowest responsive and responsible bidder and the best interests of the Broward Sheriff's Office. During the term of this contract and any renewal periods, BSO reserves the right to terminate the contract and award the contract to the next lowest responsive responsible bidder.
4. **Delivery and Acceptance:** Delivery is FOB destination and is desired within **FIVE (5)** calendar days after receipt of a purchase order. Delivery will be to various locations within Broward County pre the attached exhibit. Deliveries will be on an incremental basis on a weekly, biweekly or monthly schedule depending on individual departments usage. Inside delivery is required at no additional cost to BSO. Bidders who cannot meet delivery requirements may be considered non-responsive.

Special provisions for our Detention Locations: Deliveries are to be made between the hours of 7:00am and 2:00pm. No deliveries will be accepted before or after specified hours, or on legal holidays.
5. **Pricing:** All prices bid shall be firm for the initial contract term and any renewal terms (unless otherwise specified in this ITB) and shall include all cost associated with the requirements as outlined in this ITB.
6. **Pre-Bid Conference:** Attendance at the Pre-Bid conference is **NOT APPLICABLE to this procurement.**
7. **Insurance:**
 - 7.1. Throughout the term of this agreement and for all applicable statutes of limitation periods, contractor shall maintain in full force and effect the insurance coverages set forth in this article.
NOTE: Additional insurance requirements may be requested by BSO's Risk Management and if so will be incorporated into the terms and conditions of the subsequent agreement with the successful proposer.

- 7.2. All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a best's rating of A-VI or better.
- 7.3. All Insurance Policies shall name and endorse the following as additional insureds: The Broward Sheriff's Office, the Sheriff, Broward County, The Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.
- 7.4. All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable for this project.
- 7.5. If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement submitted to BSO and if not submitted with the executed agreement in no event to exceed three (3) calendar days after request to submit certificate of insurance, the Successful Bidder shall be in default, and the contract shall be rescinded. Under such circumstances, the Bidder may be prohibited from submitting future bids to BSO.
- 7.6. Contractor shall carry the following minimum types of Insurance:
- A. WORKER'S COMPENSATION: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employers liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease. Policy(ies) must be endorsed with waiver of subrogation against BSO and Broward County.
 - B. BUSINESS AUTOMOBILE LIABILITY INSURANCE: Contractor shall carry business automobile liability insurance with minimum limits of one million (\$1,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services office, and must include owned vehicles and hired and non-owned vehicles.
 - C. COMMERCIAL GENERAL LIABILITY: Contractor shall carry Commercial General Liability Insurance with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.
- 7.7. Contractor shall provide Sheriff's Director of Risk Management and Sheriff's Contract Manager with a copy of this certificate of Insurance or endorsements evidencing the types of Insurance

and coverages required by this article prior to beginning the performance of work under this agreement and, at any time thereafter, upon request by BSO.

- 7.8. Contractor's Insurance Policies shall be endorsed to provide Sheriff with at least sixty (60) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office

Attn: Contract Manager

2601 W. Broward Blvd.

Ft. Lauderdale, Florida 33312

AND

Broward Sheriff's Office

Attn: Director, Risk Management

2601 W. Broward Blvd.

Ft. Lauderdale, Florida 33312

- 7.9. If Contractor's Insurance policy is a claims made policy, then Contractor shall maintain such Insurance Coverage for a period of five years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- 7.10. In any of Contractor's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.
- 7.11. The Contractor shall not commence operations, and/or labor to complete this project, pursuant to the terms of this agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the BSO Director of Risk Management.
- 7.12. The provisions of this article shall survive the expiration or termination of this agreement.

*** * * * END OF SECTION I * * ***

SECTION II - GENERAL CONDITIONS

Submission and Receipt of Bids:

- 1.1 Bidders should use the "BID" Form furnished herein.
- 1.2 Bids having any erasures or corrections should be initialed by the bidder in ink. Bid should be typewritten or filled in with pen and ink. Manual signature must be in ink. Bids shall clearly indicate the legal name, address and telephone number of the Bidder, together with legal entity (corporation, partnership, individual). Bids shall be signed and bear the signature in longhand of the person authorized to bind the Bidder above the typed or printed name and title of the signer. Payment will be made to company name shown only. It is the sole responsibility of the Bidder to ensure that the bid arrives on time at the right place. All expenses relevant to preparation and submittal of bids are to be borne by the Bidder. Failure to comply with these instructions shall result in rejection of your bid.
- 1.3 Bids must be returned in a sealed envelope (with the correct postage affixed, if the bid is mailed) and should show the following information:
 - 1.3.1 Your return mailing address in the upper left-hand corner.
 - 1.3.2 Bid Number & Title on the outside of your sealed bid envelope.
 - 1.3.3 Bids that are lost, misrouted, or otherwise fail to be received by the Purchasing Division due to vendor's failure to properly label the envelope shall not be accepted.
- 1.4 When submitting your bid, use one of the following addresses, as appropriate:

BY U.S. MAIL Broward Sheriff's Office Purchasing Division PO Box 9507 Ft. Lauderdale, FL 33310	BY COURIER OR HAND DELIVERY: Broward Sheriff's Office Purchasing Division 2601 W. Broward Blvd. Ft. Lauderdale, FL 33312
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- 1.41 IF HAND DELIVERING YOUR BID, BIDDERS ARE CAUTIONED TO ALLOW SUFFICIENT TIME PRIOR TO THE BID OPENING TO ACCESS THE PUBLIC SAFETY COMPLEX. DELAYS MAY BE EXPERIENCED IN OBTAINING ACCESS TO THE BUILDING AS A RESULT OF ENHANCED SECURITY MONITORING OF PERSONS ENTERING THE COMPLEX.
- 1.5 Late bids will not be accepted and will be returned unopened.
- 1.6 Multiple Submissions: Only one response to the BID from any one firm will be considered. In the event of multiple submissions, the firm will be asked to identify which submission should be analyzed. In no event will the Broward Sheriff's Office consider multiple submissions from the same firm.
- 1.7 Disclosure and Disclaimer: Any recipient of this BID who responds hereto, fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof.
 - 1.7.1 All costs incurred by the Bidder in preparing and responding to this BID shall be the sole responsibility of the Bidder. The Broward Sheriff's Office Sheriff assumes no responsibility or liability for costs incurred in the preparation or submission of any bid. All expenses in preparing any re-submittals shall be the sole responsibility of the Bidder.
 - 1.7.2 The Broward Sheriff's Office or its representatives do not warrant or represent that any

award or recommendation will be made as a result of the issuance of this BID.

1.7.3 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in bids received; to request additional information, to exercise its discretion and apply its judgment, at its discretion, request resubmittal of a Bid.

1.7.4 The Contractor, its employees and agents shall not disclose information gained from work performed under the contract, except for that required by law or by a Court, without the written authorization of the Broward Sheriff's Office. This includes release of information to the public or to any person or organization that would not have such information in the regular course of business.

2. **Completion of Bid Forms:** Bidder is to fill in all of the blank spaces on the bid form(s) (if applicable) and return all numbered pages, together with any attachments. Bidder must indicate by signing the acknowledgement page that bidder has read and understands the provisions contained in this ITB. Failure to comply with these instructions shall result in rejection of your bid. Any bid may be withdrawn up until the date and time set forth above for opening of the bid. Any bid not so withdrawn shall constitute an irrevocable offer for a period of 90 days.
3. **Signature Required:** All bids must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature. Unsigned bids will be rejected. All manual signatures must be original to be considered valid - no rubber stamp, photocopy, etc. (Payment will be made to company name shown only.)
4. **Bid Withdrawal:** Bidder certifies that prices, terms, and conditions in the bid will be irrevocable for a period of ninety (90) days from the date of bid opening unless otherwise required in the bid. Bids may not be withdrawn before the expiration of ninety (90) days. Bids may be withdrawn after ninety (90) days only upon written notification to the BSO Purchasing Bureau. If there is an error in extensions, unit prices will prevail.
5. **Signed Bid Considered an Offer:** This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by appropriate authorities of BSO. BSO will issue a purchase order or a letter of authorization to the successful bidder, as authorization of award subject to requirements of detailed specifications and those conditions contained herein.
6. **Default Provisions:** In the event of default by the bidder, BSO reserves the right to procure the item(s) bid from other sources and hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a BSO contract may be debarred from doing business with BSO for a period of thirty-six (36) months from the date of default.
7. **Copyrights and Patent Rights:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this bid; and successful bidder agrees to indemnify and hold harmless BSO, its employees, agents, or servants, Broward County, Broward County Board of Commissioners, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation.

8. **Laws and Regulations:** Bidders agrees to abide by all applicable Federal, State, County, and local rules, regulations, ordinances and codes.
9. **Taxes:** All taxes -- federal, state and local, relating to the Contractor's work under its agreement with the Broward Sheriff's Office and, similarly, all costs for licenses, permits, or certifications shall be paid by the Contractor.
10. **Conflict of Instructions:** If a conflict exists between the General Conditions and Instructions contained herein, and the specific conditions and instructions contained herein, the specific shall govern.
11. **Specifications and Requirements:** The specifications, requirements and services to be provided are stated in Section III. Request for additional information regarding any of the bid terms, conditions or administrative requirements should be in writing and forwarded e-mail to auret_tomey@sheriff.org or via facsimile transmission to (954) 765-4006. No change(s) and no interpretations(s) shall be considered binding unless provided to all bidders in writing in the form of an Addenda or Information Letter.
12. **Exceptions to Specifications:** For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by BSO. If exceptions are not stated by the bidder, in his/her bid, it will be understood that the item(s)/services fully comply with the specifications, terms, and/or conditions stated in this bid. Exceptions are to be listed by the bidder on an attachment included with his/her bid. BSO will **NOT** determine exceptions based on a review of any attached sales or manufacturer's literature. The technical specifications contained in this ITB are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by BSO.
13. **Anti-Collusion Statement:** By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business or corporation submitting a bid for the same services, materials, supplies, or equipment, and that this bid is in all respect fair, and without collusion or fraud.
14. **Indemnification:** Contractor shall, at all times hereafter, indemnify, hold harmless and, at the option of BSO counsel, defend or pay for an attorney selected by BSO counsel to defend BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents and employees of BSO and Broward County and Broward County commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Contractor, its officers, agents, employees, servants, independent contractors or subcontractors.

Contractor shall inform Sheriff in advance of planned actions and/or conduct related to Contractor's handling of any such action or claim. Sheriff shall inform Contractor of any known restrictions, defenses or limitations that may arise or exist by reason of BSO being a governmental entity.

Sheriff shall not be liable for and Bidder agrees to indemnify Sheriff against any liability resulting from injury or illness, of any kind whatsoever, to Bidder's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

The above indemnification provisions shall survive the expiration or termination of this Agreement.
15. **Nondiscrimination:** CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. CONTRACTOR shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their

race, color, religion, sex, national origin, disability, or medical status. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.

16. **Sovereign Immunity:** Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Sheriff's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
17. **Confidentiality:** To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF that the remedy at law for any such violation or threatened violation will not be adequate and BSO shall be entitled to temporary and permanent injunctive relief.
18. **Severability:** In the event any provisions of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract which shall remain in full force and effect and enforceable in accordance with its terms.
19. **Enforcement:** In the event either party incurs legal expenses or costs to enforce the terms of this Contract, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.
20. **No Third Party Beneficiaries:** This Contract is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.
21. **Funding:** The obligation of BSO for payment to the bidder is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
22. **Manner of Performance:** Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to BSO any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.
23. **Public Records:** The Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the BID will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response to the BID. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.
24. **Agreement/Contract:** Any Agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by BSO and shall contain, as a minimum, applicable provisions of

this Invitation to Bid. BSO reserves the right to reject any agreement, which does not conform to the BID, and any BSO requirements for agreements and contracts. BSO reserves the right to modify, add or delete language in any agreement.

25. **Assignment:** No assignment of this contract or the rights and obligations hereunder by CONTRACTOR shall be valid without the express written consent of BSO, which may be granted or withheld, in BSO'S sole discretion.
26. **Waiver or Breach:** It is agreed that no waiver or modification of the terms hereof or of any covenant, condition, or limitation contained in said terms shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the terms hereof, or the right or obligations of any party, unless such waiver or modification is in writing, and duly executed. The waiver by either party of a breach or violation of any provision of this Contract shall be construed as a modification of this Contract and shall not be construed as a modification of this Contract and shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Contract.
27. **Termination:** The Contract may be terminated upon the following events:
- a) **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Contract may be terminated on the terms and dates stipulated therein.
 - b) **Termination Without Cause.** Either party shall have the right to terminate this Contract without cause by providing the other party with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.
 - c) **Termination for Cause.** In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or the terms and conditions of this Contract.
 - d) **Termination for Lack of Funds.** In the event the funds to finance this Contract become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new Contract in this event.
 - e) **Immediate Termination by BSO.** BSO, in his sole discretion, may terminate this contract immediately upon the occurrence of any of the following events:
 - i. CONTRACTOR's violation of the Public Records Act;
 - ii. The insolvency, bankruptcy or receivership of CONTRACTOR;
 - iii. CONTRACTOR's violation or non-compliance with NONDISCRIMINATION Section of this Bid; or
 - iv. CONTRACTOR fails to maintain insurance in accordance with the INSURANCE Section of this Bid.

Notwithstanding any other provisions of this Contract, the CONTRACTOR's duty to indemnify and defend BSO as set forth in this bid shall survive the termination or expiration of this Contract.

28. **Drug Free Workplace Certification by Vendor:** All bidders must complete the attached "Drug Free Workplace Certification by Vendor", and submit it with their bid. Failure to do so may result in rejection of your bid.
29. **Public Entity Crimes:** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Contract and may cause CONTRACTOR debarment.
30. **Governing Procedures:** This bid is governed by the applicable sections of the BSO Purchasing Procedures Manual. A copy of the manual is available for review at the BSO Purchasing Division.
31. **Identical Tie Bids:** In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more tie bids, which are equal with respect to price, quality, and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug free workplace program.
32. **Requests for Additional Information or Clarification(s):** Requests for additional information or clarification regarding this BID must be received five (5) calendar days prior to the bid opening date and should be directed, in writing, and e-mailed to auret_tomey@sheriff.org or via facsimile transmission to (954) 765-4006. No verbal requests for information or clarification will be honored. The person submitting the request shall be responsible for its timely delivery.
33. **Addenda/Information Letter:** At its sole discretion, BSO may answer such inquiries by means of a written Information Letter or an Addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be issued to all document holders. If any addenda are issued to this Invitation to Bid, BSO will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to visit the BSO website or contact the BSO Purchasing Bureau at (954) 831-8170 to determine if addenda were issued and to make such addenda a part of their bid.
34. **Addenda Acknowledgement:** The Bidder shall be required to acknowledge receipt of any formal addenda by signing the Addendum and including it with the Bid. Failure of a Bidder to include a signed formal addendum in its Bid shall deem its Bid non-responsive; provided, however, that BSO may waive this requirement in its best interest. Explanations or clarifications, which do not require any revision to the specifications, will be issued in the form of an Information Letter. Information Letters do not require formal acknowledgment. The BSO shall not be responsible for oral information given by any BSO employee or other person. The issuance of a written Information Letter or an addendum is the only official method whereby interpretation, clarification or additional information can be given.
35. **Statement of "No Bid":** If your firm chooses not to submit a bid, please complete and return the attached "Statement of "No Bid" Form. Failure to respond by either submitting a bid or "No Bid" form after receiving three Invitation to Bids may result in your firm being removed from our Vendor's List.

*** END OF SECTION II ***

SECTION III - BID SPECIFICATIONS & GENERAL REQUIREMENTS

- I: **Scope:** The Broward Sheriff's Office is actively seeking bids from qualified bidders to provide **BOTTLED WATER SERVICES AND RENTAL OF DISPENSERS and to provide delivery services to various BSO locations within Broward County.**

Alternative Line Item –Filtration System: This item will be offered to the interested departments, it will be considered separate from the rest of the items included in this Invitation to Bid. BSO reserves the right to award or not to award this Alternative Line Item.

- II: **Specifications:** AS STATED IN SECTION IV

Note:

1. The quantities indicated on the bid form are estimates of annual usage. BSO makes no guarantee on actual quantities to be ordered, which may be more or less than the estimates. Deliveries will be on an incremental basis on a weekly, bi-weekly, or monthly schedule depending on the individual department's usage. Inside delivery is required at no additional cost.
2. Sufficient staffing to specifically assigned to the BSO account to support necessary delivery requirements. References and resume credentials must be included for the Project Manager who will be assigned to BSO.
3. BSO Reserves the right to request removal and replacement of contractor personnel.
4. Background and Security Provisions:

Bidders will be required to provide a photo identification for person (s) as authorized employees of the Bidder's company. Other identifying information required are age, race, sex, date and location of birth.
5. Bidders will perform background checks for all employees used under this agreement.
6. Samples are not required for this procurement.
7. Testing: BSO reserves the right to test water delivered for compliance with federal and state regulations at any time during the term of this agreement. Testing shall be done randomly at various locations. Samples submitted for testing purposes, by the vendor, shall not be acceptable.

8. **WARRRANTIES**

PROPOSALS WILL CLEARLY STATE ANY WARRANTIES AND GUARANTEES AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP. ALL MANUFACTURED GOODS SHALL MAINTAIN THE STANDARD MANUFACTURERS WARRANTIES. DETAILS AND DURATION OF WARRANTY MAY BE CONSIDERED IN AWARDED OF CONTRACT. ALL IMPLIED WARRANTIES RECOGNIZED UNDER THE FLORIDA UNIFORM COMMERCIAL CODE WILL BE APPLICABLE.

10. Emergency: Preferences shall be given to Broward Sheriff's Office in case of declared emergencies or natural disasters. Arrangements need to be made to assure delivery and additional quantities may be required.

* * * * END OF SECTION III * * *

SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS

1. **BIDDER ACKNOWLEDGEMENT:** Bidder by virtue of submitting this bid acknowledges that they have read, understands, accepts and will comply with all the terms, conditions and specifications of this BID and any addenda issued. Bidders shall thoroughly examine and be familiar with these specifications. The failure or omission of any Bidder to review this document shall in no way relieve any Bidder of obligations with respect to this BID. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this BID.

IMPORTANT!!! THIS PAGE MUST BE SIGNED FOR BID TO BE CONSIDERED, PER GENERAL CONDITIONS SECTION II

The undersigned Bidder does declare that no other persons other than the Bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud. The undersigned further declares that the specifications have been carefully examined and the Bidder is thoroughly familiar with its provisions and with the quality, type and grade of required materials. The undersigned further declares and proposes to furnish the articles called for within the specified time in this bid for the following price and guarantees that parts and services for the articles listed below are available within the State of Florida, to wit:

Legal Company Name

* Manual Signature of Company Officer

Date

SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS

Item #	Estimated yearly qty	ITEM DESCRIPTION	Price each	Total
1	15000 each	Water - 5 gallon plastic container for use with dispensers	\$	\$
2	500 each	Water - One gallon plastic container with pour top	\$	\$
3	100 cases	Water - 1.5 Liter 24 bottles per case	\$	\$
4	450 cases	Water - .5 Liter 24 bottles per case	\$	\$
	Brand	_____		
		Dispensers		
			Monthly Unit Price	Annual Price
5	100 each	Dispenser - hot and cold	\$	\$
6	50 each	Dispenser - cold only	\$	\$
7	50 each	Dispenser - hot and cold with refrigerator	\$	\$
	Brand	_____		
		Total		\$
8	200 packages	Cone Cups 1000 per package - 5oz	\$	\$

SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS

9		Alternative Line Item - Filtration System		
		Cost per month		
		Installation		
		Other Fees - if applicable Provide information on the system		

NOTE: YOUR BID SUBMITTAL MUST INCLUDE TECHNICAL SPECIFICATIONS FOR THE ITEM (S) BID.

NAME & ADDRESS OF COMPANY SUBMITTING BID:

FEDERAL EMPLOYER IDENTIFICATION # OR SOCIAL SECURITY # _____

COMPANY TELEPHONE NUMBER: () _____ FAX #: () _____

TITLE OF SIGNER: _____ E-MAIL ADDRESS: _____

SIGNER TELEPHONE NUMBER: () _____ FAX #: () _____

2. Acknowledgement of Addenda:

Number of Addenda Issued _____

3. **Conflict of Interest:** For purposes of determining any possible conflict of interest, all Bidders must disclose if any BSO employee or family member (**that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration**) is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (A BSO employee or family member is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS

Yes _____ Name(s) and Position(s) _____

No _____

4. **Pending Litigation:** Submit information on any pending litigation and any judgements and settlements of court cases that have occurred within the last three years.

5. **Debarments:** Submit any information on any debarments from doing business with a Governmental Agency that have occurred within the last three years.

6. **Payment Terms:** PAYMENT WILL BE MADE WITHIN THIRTY (30) DAYS OF RECEIPT OF ACCURATE INVOICE (SEE SECTION I). Advance payments will not be made.

SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS

7. Submittal Information:

BID MUST BE SUBMITTED IN THE FOLLOWING FORMAT:

All sections must be tabbed and contain the information as listed below:

Bid Submittal: **Section One:** Completed Section IV, of this ITB & Attachment "A", Drug Free Certification, OR Attachment "B", Statement of No Bid Form if applicable.

Bid Submittal: **Section Two:** Any additional information requested in this ITB but not listed above.

Bid Submittal: **Section Three:** Any additional information that you would like to provide about your company.

***** END OF SECTION IV *****

ATTACHMENT "A"
DRUG FREE WORKPLACE CERTIFICATION BY VENDOR

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The vendor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

DRUG FREE WORKPLACE CERTIFICATE, PAGE 2

- (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

(Company Name)

(Print Name)

(Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____
day of _____, _____, by _____
as _____ (title)
of _____ known to me to be the person
described herein, or who produced _____ as
identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

ATTACHMENT "B"

STATEMENT OF "NO BID" FORM

COMPANY NAME:

AUTHORIZED SIGNATURE:

BID # 4-1-7-036 BOTTLED WATER SERVICES AND RENTAL OF DISPENSERS

WE HAVE ELECTED NOT TO SUBMIT A BID DUE TO THE FOLLOWING REASON(S):

- ☐ INSUFFICIENT TIME TO RESPOND.
- ☐ DO NOT OFFER THIS PRODUCT/SERVICE.
- ☐ UNABLE TO MEET SPECIFICATIONS. .
- ☐ UNABLE TO MEET SERVICE REQUIREMENTS.
- ☐ WORKLOAD DOES NOT ALLOW US TO BID.
- ☐ SPECIFICATIONS UNCLEAR OR TOO RESTRICTIVE.
- ☐ OTHER (PLEASE SPECIFY):

PLEASE RETURN TO:

BROWARD SHERIFF'S OFFICE
PURCHASING DIVISION
P.O. BOX 9507
FORT LAUDERDALE, FL 33310